

SOCIAL SECURITY # _____

9

Agreement of Lease

made the

10th

day of September

2019, between

RUTLEDGE APARTMENTS

the Landlord, and

62-25 Woodhaven Blvd

Joel Rivera

as Tenant

Rego Park, N.Y. 11374

Witnesseth:

That the Landlord hereby leases to the Tenant and the Tenant hereby hires from the Landlord, Apartment A on the Lower floor in premises No. 73-14 Woodhaven Blvd Borough of QUEENS, City of New York, to be occupied as and for a private dwelling apartment only by the Tenant and his own family, consisting of 2 persons, and not otherwise, together with NONE parking space to be designated by the Landlord, for the term of 11½ Months *****years***** commencing September 15, 2019, and terminating August 31, 2020, unless sooner terminated as hereinafter provided, at the annual rental of \$ 21,540.00, payable at the office of the landlord or such place as it may designate, in equal monthly installments of \$ 1795.00 each in advance on the first day of each calendar month during the term hereof, the first of said installments to be paid on the signing of this lease.

It is expressly understood that the said premises are also leased upon the following terms and conditions:

Payment or Rent

1. The Tenant shall pay the rent as above set forth in the manner herein provided. In the event such rent is paid by check, same shall be accepted subject to collection and any extraneous written matter contained thereon shall not in any way affect the terms of this lease or be binding upon the Landlord.

Repairs and Alterations

2. The Tenant will take good care of the demised premises throughout the term herein, and make, as and when needed, all repairs in and about the demised premises to the fixtures, and appurtenances as they shall have been damaged as the result of their misuse and neglect, which repairs shall be in quality and character equal to the original work, and in compliance with all law, ordinances and governmental regulations, and should the Tenant fail to do so after notice to the Tenant to make such repairs, the Landlord may make them and the Tenant shall be liable therefore and shall reimburse the Landlord for cost of said repairs. The Tenant will reimburse the Landlord for any damages, injury or breakage committed by the Tenant, his servants or visitors of the Tenant, and any damage caused by the overflow or escape of water, steam or gas resulting from the negligence of the Tenant, his servants or visitors. The Tenant will throughout said term and forever afterward indemnify and save harmless the Landlord for and against any and all liability arising from injury during said term to persons or property occasioned wholly or in part by any act or omission of Tenant, family, guests, servants, assigns or undertenants of Tenant. The Tenant will repair, at or before the end of the term, all injury done by the installation or removal of furniture and property, or otherwise, so as to restore the demised premises to their original state; and at the end of the term, quit and surrender the demised premises in as good order and condition as they were at the beginning of the term, reasonable wear by the elements excepted; and shall not make any alterations, additions or improvements in said premises without the written consent of the Landlord, and all alterations, additions or improvements which may be made by either of the parties hereto upon the premises shall be the property of the said Landlord, and shall remain upon and be surrendered with the premises, as a part thereof, at the termination of this lease, without disturbance, molestation or injury. That any and all shelves, plumbing and electrical fixtures, or any other improvements that the Tenant may place or cause to be placed in the said apartment shall immediately become the property of the Landlord.

Liability and Property Damage

3. That the Landlord of Landlord's agents shall not be liable for any failure of water supply or electric current, elevator service, or for injury or damage to person or property caused by the elements or by other tenants or person in said building or resulting from falling plaster, or from steam, gas, electricity, water, rain, snow, or dampness which may leak or flow from any part of said building or from pipes, appliances or plumbing works of the same, or from any other place, nor for interference with light or other incorporeal hereditaments by any body other than Landlord; if at any time any windows of the demised premises become closed or darkened for any reason whatever, Landlord shall not be liable for any damage that Tenant may sustain thereby and Tenant shall not be entitled to any compensation or abatement of rent or release from any of the obligations of Tenant hereunder because of such closing or darkening. That Landlord shall not be liable of the presence of bugs, vermin or insects, if any, in the premises, nor shall their presence in any way affect this lease: that Landlord shall not be liable of any latent defect in the building, nor responsible for any package or article left with or entrusted to any employee of the Landlord or stolen by or from such employee; that the Landlord shall further not be liable by reason of the failure of any of the equipment, including gas ranges and refrigerators, to properly operate and the failure to repair said equipment shall not render the Landlord liable for any damage, compensation or abatement of rent by reason thereof. That the Landlord reserves the right to discontinue the doorman or any other service rendered to the Tenant at any time, without notice to the Tenant, and the failure to furnish such services or the failure of the Landlord to furnish or obtain any labor, material, heating fuel, or to make any repairs, alterations or decorating, shall in no way affect this lease or the obligations of the Tenant to pay rent in accordance with this lease because of the discontinuance of any service.

Entry to Apartment

4. The Landlord shall have the right to enter the apartment during reasonable hours to make such repairs, decorations, improvements, alterations or additions as the Landlord may consider necessary or desirable, without any abatement of rent, and to inspect or exhibit the apartment to prospective lessees or purchasers of the building. For a period of three (3) months prior to the end of the term, the Landlord shall have the right during reasonable hours, to exhibit the apartment to prospective tenants. In the event that the tenant shall have removed all or substantially all of the Tenant's property during the last month of the term, the Landlord may thereupon enter and redecorate the apartment without in any manner affecting the covenants and obligations herein contained. If the Tenant shall not be personally present to open and permit an entry into the apartment at any time, when for any reason an entry therein shall be in the judgment of the Landlord or the Landlord's agents, necessary or permissible hereunder the Landlord or the Landlord's agent may enter same by pass key or may forcibly enter the same without incurring any liability or responsibility whatsoever for such entry or for the care of the apartment or property of the tenant therein.

Security

5. The Tenant has deposited with Landlord the sum of \$1820.00 as security for the full and faithful performance by Tenant of each and every term, provision, covenant and condition of this lease, which security shall bear interest: it being understood and agreed that in the event Tenant defaults in respect of any of the terms, provisions, covenants and conditions of this lease, including but not limited to rent and additional rent, Landlord may use, apply or retain the whole or any part of the security so deposited for the payment of any rent and additional rent in default or for any other sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, provisions, covenants and conditions of this lease, including any damages or deficiency in the re-letting of the premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Landlord. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions, and after the ter-

Landlord of this lease, the security shall be returned to the Tenant after the time fixed as the expiration of the term herein. In the event of a sale, subject to this lease, Landlord shall have the right to transfer the security to the vendee for the benefit of Tenant and Landlord shall be considered released by Tenant from all liability for the return of such security; and Tenant agrees to look to the new Landlord solely for the return of the said security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Landlord.

Signs

6. That the Tenant shall not expose any sign, advertisement, illumination in or out of the windows or exterior, or in or from the said building or upon it or the roof in any place except such as shall be approved and permitted in writing by the Landlord or his authorized agent, and the said Tenant shall use only such shades in the front windows as are approved by the Landlord.

Assignment

7. That the Tenant shall not assign this agreement or underlet the premises or any part hereof, or make any alteration in the apartment or premises without the Landlord's or Agent's consent in writing, or permit or suffer upon the premises any act or thing deemed extra-hazardous on account of fire.

**Fire
Clause**

8. No Tenant shall do or suffer or permit anything to be done in said premises or bring or keep anything therein which will in any manner increase the rate of fire insurance on said building or on property kept therein, or obstruct or interfere with the rights of other tenants or do or suffer or permit anything to be done which shall conflict with the laws, regulations, rules and ordinances of the Fire Department, the Bureau of Buildings, the Department of Health, and Tenement House Department, or any other Department, Board or Commission having jurisdiction over the premises herein.

**Fire
Damage**

9. That in the event the Tenant's apartments shall be damaged by fire or damaged in any manner as a result of a fire in any other apartment of the building of which the demised premises are a part, the Tenant shall give immediate notice thereof to the Landlord who shall thereupon cause the damage to be repaired as soon as reasonable, but no damage resulting as herein provided shall give rise to any claim on the part of the Tenant to the defense of eviction, partial and/or constructive, as a result of any such damage and there shall be an apportionment of rent during repairs; but if the premises be so damaged that the Landlord shall desire to rebuild, then this lease shall come to an end and the terms

shall cease and the accrued rent shall be paid up to the time of such fire. That in no event shall the Landlord be responsible for any damage by fire to the property of the Tenant.

Eminent Domain

10. If the building or any part thereof shall be condemned for any public use or purpose, this lease shall terminate from the date when the possession of the part so taken shall be required for such purpose, and the Tenant shall not be entitled to any part of the award, rent being apportioned accordingly.

Modification Clause

11. The Tenant hires said premises after examination and without any representation on the part of the Landlord except as expressed herein, and no representative, superintendent or agent of the said Landlord is authorized to make any representation with reference thereto or to vary or modify this agreement in any way. Any additions to, or alterations or change in this contract or other agreements hereafter made or conditions created, to be binding, must be in writing, signed by both parties and it is agreed that this provision cannot be waived except by writing duly signed by the parties hereto.

Mortgage Subordination

12. This lease is and shall be subject and subordinate to the lien of any mortgage or mortgages which may now or hereafter affect the real property of which the demised premises are a part and to all renewals and extensions thereof. The Tenant shall on demand execute any instrument the Landlord may request in confirmation of such subordination and the Landlord is hereby authorized as the attorney in fact of the Tenant to execute any such instrument for and on behalf of the Tenant.

Possession

13. That should the Landlord be unable to give the Tenant possession of said premises on the date as agreed herein, the Landlord shall not be held liable or responsible to the said Tenant or any loss, delay or inconvenience, if same should be caused by strikes, lockouts, fire, civil or military authority or by insurrection, or by inability of the Landlord to complete building operations for any reason or cause whatever, or by delay on the part of another tenant in vacating the premises, or by the act of God, or by any cause beyond its control, it being understood that the Tenant shall take possession on the date when the premises shall be ready for occupancy, of which fact the Landlord shall be the sole judge.

Waiver

14. That in case of the default in the payment of rent or upon default in performance of or breach of any covenant, term or condition on the Tenant's part to be observed or performed, or if the apartment shall be deserted or vacated, of which fact the Landlord's judgment shall be final, or if the Tenant shall fail to move into or take possession of the apartment within fifteen (15) days after the commencement of the term of this lease, or if any execution or attachment shall be issued against the Tenant or any of the Tenant's property whereupon the demised premises shall be taken or occupied by any one other than the Tenant, then and in any such event, the Landlord may, at its option, terminate this lease upon giving the Tenant three (3) days notice of its election to terminate, whereupon the term of the Tenant shall expire and thereupon the Landlord or Landlord's agent may immediately re-enter the premises with or without the means of summary proceedings or any other method prescribed by law, with or without notice of any intention to do so and resume possession without constituting a cancellation or termination of this lease and without being liable to the Tenant for any damage therefor and relet the premises in the name of the Landlord or as agent of the Tenant and may grant any concession or reduction it deems advisable to relet said premises without in any manner affecting the obligation of the Tenant to pay the rent herein covenanted to be paid, and the Landlord may without notice, paint, decorate, repair or alter the demised premises in such manner as to the Landlord may seem necessary to be paid, and out of any rent so collected or received the Landlord shall first pay to itself the expenses and cost of retaking, repossessing, repairing, redecorating and/or altering the said demised premises, and the expense of removing all persons and property therefrom, together with reasonable attorney's fees, and any and all commissions paid to brokers or other persons for renting said premises and pay to itself any balance remaining on account of the liability of the Tenant to the Landlord for the sum equal to the rent reserved herein and unpaid by the Tenant for the remainder of the herein demised term. Should any rent so collected by the Landlord after the payments aforesaid be insufficient to fully pay to the Landlord the sum equal to the rent stipulated for herein, the balance shall be paid by the Tenant on the rent days as above specified: this is, upon each such rent days, the Tenant shall pay to the Landlord the amount of the deficiency then existing; and the Tenant hereby agrees to remain liable for any such deficiency and the right of the Landlord to recover from the Tenant the amount thereof or a sum equal to the amount of rent herein reserved, if there shall be no reletting, shall survive the issuance of any warrant of dispossession or other termination of this lease. That the entire rent for the full term of this lease shall at once become due and payable and the Landlord may bring suit for the entire amount due, and nothing herein contained shall be deemed to require the Landlord to await the date whereon this indenture, or the term hereof would have expired by limitation, had there been no such default by the Tenant or no such termination, nor shall it be a condition to the commencement of said suit that the premises be relet or that the total damage suffered by the Landlord be fixed. The Landlord reserves the right to rent the premises for a longer period of time than fixed in the original lease without releasing the original Tenant from any liability. The Tenant who has once vacated, may not re-enter without the consent of the Landlord or the Landlord's agents; and no act or thing done by the Landlord or the Landlord's agents during the term hereby granted, shall be deemed an acceptance of a surrender of said premises and no agreement to accept a surrender of said premises shall be valid, unless the same be made in writing and personally subscribed by the Landlord. The Tenant waives all rights to redeem under Section 1437 of the Civil Practice Act; and it is expressly understood and agreed by and between the parties hereto, that in the event of a dispute arising between the parties hereto, whether concerning this lease or otherwise, which said dispute shall result in action a law between the parties herein, or a legal proceeding by one party against the other, and whether the form of the claim advanced is either in the nature of a complaint or a counter-claim in an action or proceeding between the parties, the Tenant agrees to and hereby does waive any rights he may have to a trial by jury, and agrees that the matter in dispute be settled and decided by the Court alone. The Tenant hereby agrees that in the event the Landlord commences any action or Summary Proceedings for the nonpayment of rent or additional rent under the terms of this lease no set-off counterclaim whatsoever of any nature or description will be interposed by or on behalf of the Tenant in any such action or Summary Proceedings.

Default

15. If the Tenant shall make default in fulfilling any of the covenants or conditions of this lease, other than the covenant for the payment of rent, or in compliance with any of the rules and regulations for said building herein stated or referred to or hereafter established as herein provided, or if the Landlord, or the assigns of the Landlord, or the agent for the time being of the Landlord or of said assigns, in respect to said building, shall deem the tenancy an undesirable one by reason of objectionable or improper conduct on the part of the said Tenant, the occupants of the apartment leased hereby, or visitors thereto, or by reason of conduct or actions on the part of the persons specified or any of them annoying or disturbing, or tending to annoy or disturb the tenants of the other apartments in the same building, or persons in the neighborhood, the Landlord may give to the Tenant five days' notice of intention to end the term of this lease, and thereupon at the expiration of said five days, the term under this lease shall expire as fully and completely as if that day were the date herein definitely fixed for the expiration of the term, and the Tenant will then quit and surrender the demised premises to the Landlord. Any rent paid by the Tenant, in advance, for a period extending beyond the said date of termination, shall and may be retained by the Landlord in liquidation of damages and not by way of penalty or forfeiture, but nothing herein contained shall be deemed a waiver by the Landlord of any claim for damages for injury to the property prior to the said date of termination, and the Tenant shall also remain liable as hereinafter provided.

16. Any notice by the Landlord to the Tenant shall be deemed to be fully given if either delivered personally to the Tenant or mailed in any general branch post office, enclosed in a post paid envelope, addressed to the Tenant at the building in which the demised premises are situated. Any notice by the Tenant to the Landlord shall be deemed to be given if in writing, and mailed by registered mail, return receipt requested.

Liability of Landlord

17. No action or suit shall be maintainable by the Tenant or by any member of his household against the Landlord for any act or omission committed by any porter, elevator operator or any employee of the Landlord, which was not committed by the express direction of the President, Secretary or Treasurer of the Landlord, his agents or assigns.

Damage by Tenant

18. If Tenant shall cause any damage to the premises or default in the performance of any covenant on Tenant's part to be performed by virtue of any provision in any article in this lease contained, Landlord may immediately, or at any time thereafter, without notice, perform the same for the account of Tenant. If Landlord at any time is compelled to pay any sum of money, or do any act which will require the payment of any sum of money, by reason of the failure of Tenant to comply with any provision hereof, or, if Landlord is compelled to incur

default of Tenant hereunder, the sum or sums so paid by Landlord with all interest, costs and damages, shall be deemed to be additional rent hereunder, and shall be due from Tenant to Landlord on the first days of the month following the incurring of such respective expenses.

19. NOT APPLICABLE

**Rules and
Regulations**

20. The Tenant covenants and agrees to comply with the following rules and regulations which are made a part of this lease:

- a. The entrance, foyers, halls, passages, stairways and fire escapes shall not be obstructed by any of the Tenants or used by them for any other purpose than those of ingress to and egress from their respective apartments; nor shall the Tenants or their guests or visitors to the premises loiter or sit around the vestibules, stairs or hall or exterior of the premises or obstruct the same with baby carriages, bicycles, or other objects.
- b. The Tenant, his servants or guests, shall not take or permit any baby carriage or bicycles through the foyers or hall of said premises nor allow or permit the same to stand in any halls, areas or passageways of the premises.
- c. The toilet bowls and water apparatus shall not be used for any purpose other than that for which they are constructed and sweepings, rubbish, rags or other articles shall not be thrown therein. Any damage resulting from such misuse shall be repaired by the Tenant at his own cost and in the event of his failure to do so the Landlord may make such repairs on behalf of said Tenant and add the cost thereof to the rent next coming due as additional rent.
- d. No television or radio aerials or clothes lines or poles or other lines shall be placed on the roof or other exterior parts of the building.
- e. No Tenant shall make or permit any disturbing noises in the building by himself, his family, friends or servants, nor do or permit anything by such persons that will interfere with the rights, comfort or convenience of other Tenants, nor shall any Tenant entertain therein any person of a bad or loose character or of improper behavior. No Tenant shall play upon or suffer to be played upon any musical instrument or permit the operation of a radio or television between the hours of 10 o'clock P.M. and the following 8 o'clock A.M.
- f. No domestic or wild animals or birds shall be taken into or kept in or about the building, interior or exterior, and the keeping of such

g. The halls, courts, foyers, elevators (if any), and sidewalks or the building shall not be used, under any circumstances, as playing grounds for children, and no bicycles, baby carriages or articles of any sort or kind will be allowed therein.

h. Nothing shall be thrown by the Tenants or their servants, out of the windows or in the passages of the building nor shall anything be hung out of the windows or placed on the window-sills or fire escapes.

i. No lamp, fixtures, wire or appliance of any sort shall be attached to or connected with the gas or electric fixtures within the demised premises except such as are approved by the Landlord, nor shall the steam pipes or radiators be moved or tampered with in any manner whatsoever or doors removed from their hinges.

j. The Tenant herein will not disturb, plant or use in any manner the front or rear gardens and lawns under any circumstances whatever.

k. No articles of any kind shall be placed in the halls, in front of the door or on the staircase landings or the premises.

l. The Tenant shall be liable for all damages to the building caused by taking in, moving or removing furniture or other articles of the Tenant.

m. The Tenant, his servants or guests, shall not be permitted to use the roof of the premises.

n. The Landlord reserves the right to make such additional rules and regulations from time to time, as shall in the opinion of the Landlord be necessary for the safety and good order of the premises.

o. The Tenant shall not change, alter or install a new or different lock on any door of the demised premises but shall use only such locks as are installed by the Landlord and the Landlord shall retain a passkey enabling the Landlord to enter the premises at all times.

p. Should the Tenant, his servants, agents or employees, or any occupant of said premises violate any of the foregoing rules and regulations, the Landlord may cancel this lease as hereinbefore set forth hereof. However, the failure of any other Tenants to comply therewith shall not be deemed a constructive eviction or entitle the Tenants to any abatement or deduction of rent.

q. The Tenant shall not replace window shades, cabinets or any personal property or fixtures used in connection with the operation of the premises unless the Tenant first obtains the Landlord's consent in writing. The Tenant further agrees that should Tenant obtain permission to replace the window shades with venetian blinds, said venetian blinds and tapes must be of a light ivory color, and Tenant will, upon such replacement, immediately deliver to the Landlord the window shades so removed.

r. The Tenant or guests of any Tenant or visitor to the premises shall not appear in the halls, foyers, elevators or upon the stairways of said premises in any attire other than street clothes and shall not use the elevators, foyers, halls or stairways of the building while dressed in bathing attire, whether or not the same be covered by a coat, wrap, cloak or other apparel.

s. The Tenant herein agrees not to install a washing machine, dryer, air conditioner, or any other electrical appliance without the written consent of the Landlord herein.

t. The Tenant agrees to cover all floors with rugs or carpeting so as not to disturb the occupants in apartments below them.

21. The Tenant herein agrees not to place anything out of the windows of the demised premises; not to attached anything thereto.

22. If any screens or Venetian Blinds are installed on the premises by the Landlord, the Tenant agrees to take good care of said awnings, screens and Venetian Blinds and at the expiration of the term deliver back said awnings, screens and Venetian Blinds in good order and condition, damage by the elements excepted. The Landlord may install and remove such awnings, screens and Venetian Blinds at such times as he deems advisable.

23. The apartment is to be used for residential purposes only, and shall not be used for business or professional purposes.

24. The said premises may be occupied by, and are leased to, the Tenant and immediate family of the Tenant and no others. The term "immediate family" includes only the husband, wife, children and children as yet unborn.

25. The Tenant shall not require, permit, suffer, or allow any windows in the leased premises to be cleaned from the outside in violation of section 202 of the New York State Labor Law or any future law governing same.

26. No payment by the Tenant or receipt by the Landlord of an amount less than the monthly rent herein stipulated shall be deemed to be other than on account of the stipulated rent, nor shall any endorsement on any check nor any letter accompanying such payment of rent be deemed an accord and satisfaction, but the Landlord may accept such payment without prejudice to its rights to collect the balance of such rent.

End of Term

27. That on the last day of the herein demised term, or on the sooner termination thereof, the Tenant shall peaceably and quietly leave, surrender and yield up into the Landlord all and singular the demised premises, broomclean, together with all alterations additions and improvements which may have been made upon the premises, except movable furniture put in at the expense of the Tenant. The Tenant, on or before said date, shall remove all his property from the demised premises, and all property not so removed shall be deemed abandoned by the Tenant. If said premises be not surrendered at the end of the term, the Tenant shall reimburse the Landlord for all damage which the Landlord shall suffer by reason thereof, and shall indemnify the Landlord against all claims made by any succeeding tenant against the Landlord, founded upon delay by the Landlord in delivering possession of the premises to each succeeding Tenant, so far as such delay is occasioned by the failure of the Tenant to surrender the premises.

Application

28. It is further understood and agreed that in the event the Tenant shall in his Application for Apartment Lease make any misrepresentation or untruthful statements therein, the Landlord may treat same as a violation of a covenant of this lease, and the remedies provided under the terms of this lease as for violation of the terms and provisions hereof shall become and be applicable thereto. If the Landlord shall discover or ascertain such misrepresentations before the commencement of the term hereunder, it shall have the right, and it is hereby given the privilege to cancel this lease by notifying the Tenant thereof.

Landlords Remedies

29. It is agreed that the various rights and remedies in this lease contained and reserved to the Landlord shall not be considered as exclusive of any other right or remedy but the same shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute; further, every power or remedy reserved by this Indenture to the Landlord may be exercised from time to time and as often as occasion may arise or as they may deem expedient. No delay or omission of the Landlord to exercise any right or power arising from any omission, neglect or default of the Tenant shall impair any such right or power or shall be construed as a waiver of any such default or an acquiescence therein. No waiver of the breach of any of the covenants in this Indenture shall be construed or held to be a waiver of any other breach or waiver or acquiescence in or consent to any further or succeeding breach of the same covenant. In case the Landlord shall have proceeded to enforce any right under this Indenture, by entry, suit, or otherwise, and such proceeding shall have been discontinued or abandoned because of a waiver, settlement or for any other reason, or shall have been determined adversely to the Landlord, then in every such case the Landlord shall be restored to his former condition and rights hereunder in respect to said demised premises and all rights, remedies and powers of the Landlord shall continue as though no such course had been taken.

Services

30. The Landlord reserves the right to discontinue any service or services he is now supplying to the Tenants or may hereafter supply to them any notice whatsoever. In the event the Landlord maintains Bus service whether gratuitously or otherwise he hereby reserves the right to discontinue the same without notice to the Tenants and at his sole discretion, and upon such discontinuance the Landlord is hereby relieved from any and all liability for such service.

If the Landlord shall furnish to the Tenant any storeroom, use of laundry, shower room, lockers, roof garden, or any other facility outside of the demised premises, it is understood that the same is furnished gratuitously by the Landlord and may be discontinued at any time at the discretion of the Landlord, and if any person shall use the same, it shall be at his or her own risk and upon the expressed stipulation that the Landlord shall not be liable to any such person for any loss of property, or for any damage or injury whatsoever, to person or property whether the said damage, loss and/or injury be occasioned by ordinary negligence or gross negligence on the part of the Landlord, its agents, servants and/or employees and the due acceptance by the Tenant of the terms hereof as evidenced by his signature to this instrument, shall be deemed a general release by the Tenant of the Landlord from any claim for any such damage, loss and/or injury whatsoever.

31. The Landlord and the Tenant agree that the Landlord is to do no painting or furnish shades or shower curtains during the term of this lease. If the Tenant desires these services, however, Tenant agrees to supply them at Tenant's own cost and expense.

Rent

demised, is payable at the time of the making of this lease and that the provisions herein contained for the payment of the rent in installments, heretofore provided for in an earlier clause of this lease are for the convenience of the Tenant only and in the default of the payment of the rent in installments, as therein allowed, then the whole of the rent reserved for the whole of the period then remaining unpaid shall at the option of the Landlord at once become due and payable without any notice or demand.

Re-Rent

33. In the event that the Tenant removes from the herein demised premises, before the expiration of this lease, it is hereby consented and agreed to by and between the Tenant and the Landlord herein, that the Landlord may re-rent or re-lease the said premises for any period whether equal to, less than or greater than the unexpired term remaining under this lease. Such re-renting or re-leasing for any period equal to less than or greater than, the aforementioned term shall not constitute a surrender and acceptance nor shall the Landlord by this action waive any of its rights to collect any rents or damages that are or may be due under this lease.

**Jury and C.P.A.
Waivers**

34. The Tenant waives all the following rights: (1) Trial by jury in any action, proceeding or counterclaim brought by either the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this lease, the Tenant's use or occupancy of said premises, and or any claim of injury or damage. (2) the right to redeem the leased premises under Sections 1437 and 1438 of the Civil Practice Act or under any present or future law after a final order has been signed, or after a judgement in any action shall have been rendered or after the Tenant shall have removed from the leased premises. (3) the right to interpose any counterclaim in any proceeding or action instituted by the Landlord under this lease or to interpose the defenses of surrender and acceptance or constructive eviction in any action commenced for the recovery of the rent reserved herein for the breach of this lease or in any summary proceeding. No act constituting constructive eviction shall terminate his lease or any renewals thereof or relieve the Tenant from any liability to pay the rent reserved hereunder or give the Tenant the right to claim damages from the Landlord.

**Summary
Action**

35. It is further expressly agreed that the institution of summary proceedings for non-payment of rent, or for holding over the term after

Execution
of LeaseQuiet
Enjoyment

the termination of the lease for the breach of any of the other covenants, terms or conditions hereof, or the issuance of a precept or warrant shall not in anywise relieve said Tenant from the obligation to pay the rent herein reserved.

36. The Tenant has executed this lease and paid the rent and security upon the distinct understanding that said lease shall not be deemed consummated until the same is signed by the Landlord and returned to the Tenant, and the Landlord shall have the right to deposit the moneys paid hereunder until such time as a credit report is returned to it and deemed satisfactory to the Landlord.

In the event that the credit report of the proposed Tenant shall be deemed unsatisfactory to the Landlord, or if for any other reason the Landlord shall refuse to sign the lease, then the Landlord upon returning the moneys paid by the proposed Tenant shall be released from any further liability under the terms of the proposed lease, and such lease shall be deemed cancelled and of no force or effect.

37. The Landlord hereby covenants that the Tenant, upon payment of the rent as herein reserved and upon performance of all the covenants and conditions herein contained, shall and may peaceably and quietly have, hold and enjoy the demised premises, free from any interference on the part of the Landlord. The liability of the Landlord herein for a breach of the covenant of quiet enjoyment or any other term of this lease shall be limited only to a breach thereof occurring during the existence of the relationship of Landlord and Tenant, which liability shall cease after a bona fide sale by the Landlord to a third party of the building in which the demised premises are a part.

38. This lease and all the covenants and provisions herein contained shall be binding upon the Landlord and the Tenant and their respective heirs, executors, administrators, successors and assigns.

39. The Tenant unconditionally acknowledges, accepts and agrees that the rent herein being charged is predicated on the following:

- a. That no washing machine or dryer shall be brought into, stored or used in the premises and that adequate facilities for such purposes are installed in the basement laundry; and
- b. That no dogs or animals shall be harbored or kept on the premises; and
- c. That no parking space for pleasure automobiles shall be used by the Tenant other than the space designated by the Landlord. In connection with the said parking space, it is understood as follows: Tenant shall not make any repairs to automobile or wash same in said space; right to use said space shall not be assigned; automobile shall be placed in said space by Tenant at own risk; privilege to use said parking space shall terminate upon the termination of the tenancy for Tenant's apartment.

It is further understood that Landlord shall not be obligated to supply any attendants and Landlord shall not become liable to any person for injuries to any person, or loss or damage to property arising out of, or connected with the use of the said parking space. Tenant hereby releases and discharges Landlord and owner from any and all claims which the Tenant has or might have for damages for personal injuries or damage to property arising out of or connected with, or incidental to the use of the said parking space. Notwithstanding anything contained herein, Landlord reserves the right to terminate parking space agreement at any time upon two days' notice in writing by mail to the Tenant.

d. If the Tenant violates either of these provisions in addition into any other rights the Landlord may have under this lease, the Tenant agrees that the rent chargeable and payable by the Tenant under this lease shall be increased in any amount not to exceed Twenty-five (\$25.00) Dollars per month, as determined and fixed in the sole and exclusive judgment of the Landlord, for each month that said violation continues.

40. The Tenant agrees to pay to the Landlord, as additional rent, the following:

41. Landlord or Landlord's agents have made no representations or promises with respect to the said building or demised premises except as herein expressly set forth. The taking of possession of the demised premises by Tenant shall be exclusive evidence as against Tenant, that said premises and the building of which the same forms part were in good and satisfactory condition at the time such possession was taken.

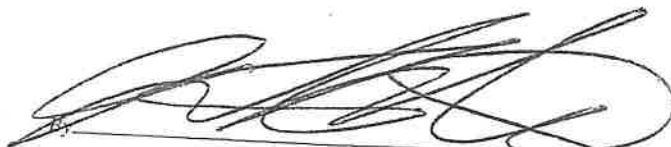
42. A late charge of 4% of current rent will be paid by tenant, if rent payment reaches Landlord's office after 10th of current month.

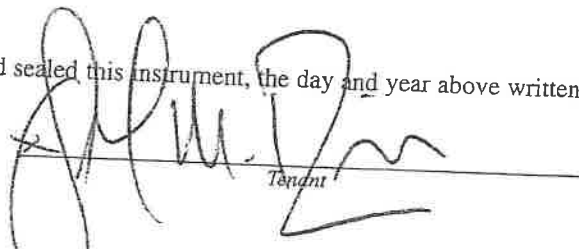
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45. Par's 43 & 44 have been deleted as this apartment is NOT RENT STABILIZED

46. ATTORNEY'S FEES In any legal action to enforce the terms hereof or relating to the premises, the Owner or agent shall be entitled to all costs incurred in connection with such action, including a reasonable attorneys fee. Tenant acknowledges: all attorney's fees shall be classified and billed to tenant as "added rent"

IN WITNESS THEREOF, the parties hereto have signed and sealed this instrument, the day and year above written.


Landlord


Tenant